## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between Judy Salter, doing business as Instant Cash ("Salter") and the California Corporations Commissioner ("Commissioner") with respect to the following facts:

## **RECITALS**

- A. Instant Cash is a fictitious business name for Judy Salter, an individual. Instant Cash has its principal place of business located at 951 W. Foothill Blvd., Upland, CA 91786.
- B. Judy Salter is the only owner of Instant Cash and is authorized to enter into this agreement.
- C. Judy Salter, doing business as Instant Cash holds license number 100-1485 from the Commissioner under the California Deferred Deposit Transaction Law ("CDDTL") pursuant to California Financial Code sections 23005, 23008 and 23009.
- D. On January 17, 2008, the Commissioner issued a Notice of Intention to Revoke California Deferred Deposit Transaction License and accompanying documents to Respondent Judy Salter, doing business as Instant Cash ("Respondent"). Respondent was personally served with the Notice and accompanying documents on January 24, 2008. Respondent submitted its Notice of Defense requesting an administrative hearing as authorized pursuant to California Financial Code. On March 7, 2008, the Commissioner issued an Amended Accusation, Amended Citations and Amended Desist and Refrain Order, and Order Voiding Deferred Deposit Transactions to Respondent. Respondent was personally served with the Amended Accusation and accompanying documents on March 12, 2008.
- E. The hearing was held on March 26, 2008 at the Office of Administrative Hearings, 320 W. 4th St., Suite # 630, Los Angeles, California before Administrative Law Judge H. Stuart Waxman ("Judge Waxman").
- F. On April 11, 2008, Judge Waxman issued his proposed decision wherein Judge Waxman found that Respondent had violated California Financial Code §§ 23027, 23035 (c)-(e), 23050, and California Code of Regulations, title 10, § 2025. Judge Waxman, based on his findings, issued a proposed decision that:

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- 1. Denied the Commissioner's prayer for revocation of Respondent's deferred deposit originator's license;
- 2. Overturned and vacated the Commissioner's Order voiding 49 deferred deposit transactions issued after January 24, 2008;
  - 3. Affirmed the Commissioner's Amended Desist and Refrain Order; and
  - 4. Modified the Commissioner's Citations Nos. 1 through 352 such that:
- a. Citations 9 through 57, 58 through 106, 107 through 156, 157 through 205, 206 through 254, 255 through 303, and 304 through 252, are deemed one citation each; and
- b. The administrative penalty is reduced to \$2,000 per Citation and Salter is required to pay a total of \$30,000 in administrative penalties.
- G. On September 23, 2008, the Commissioner adopted Judge Waxman's proposed decision as his Final Decision (After Rejection of Proposed Decision) and Order ("Final Order"). Salter did not appeal the Commissioner's Final Order and the statutory time frame with which to appeal the Commissioner's Final Order has now expired and the Commissioner's Final Order is now deemed final under law.
- H. It is the intention and desire of the parties to resolve this matter without the necessity of other litigation.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the parties agree as follows:

## TERMS AND CONDITIONS

- 1. This Agreement is entered into for the purpose of judicial economy and expediency, and to avoid the time and expense of possible further court proceedings.
- 2. Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement.
- 3. Salter hereby acknowledge her right to an appeal under Financial Code section 23056 in connection with the Final Order, and hereby waives the right to any reconsideration, appeal, or other right which may be afforded pursuant to the Financial Code, the California Administrative Procedure

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Act, the California Code of Civil Procedure or any other provision of law in connection with this matter.

- 4. Respondents hereby agree to pay to the Commissioner thirty-thousand dollars (\$30,000) for the Citations ("Citation Payment"). The first citation payment in the amount of seven thousand five hundred dollars (\$7,500) is due on or before April 1, 2009. The second citation payment in the amount of seven thousand five hundred dollars (\$7,500) is due on or before July 1, 2009. The third citation payment in the amount of seven thousand five hundred dollars (\$7,500) is due on or before October 1, 2009. The fourth and final citation payment in the amount of seven thousand five hundred dollars (\$7,500) is due on or before January 1, 2010. If at anytime either the first, second, third, or fourth citation payment is not received by the date specified, the entire remaining balance of citation payments shall become immediately due. Failure to pay the first, second, third, or fourth citation payments by their specified dates or the remaining balance of citation payments if the citation payments are not received by the date specified, shall be a breach of this Agreement and shall be cause for the Commissioner to revoke or deny, respectively, any Department of Corporations license or any pending application of Salter and any company owned or controlled by Salter, her successors and assigns, by whatever names they might be known. Salter waives any notice and hearing rights to contest such revocations or denials, which may be afforded under the Financial Code, the APA, the Code of Civil Procedure, or any other legal provisions. Salter's Citation Payment shall be payable to the California Department of Corporations and delivered to the Department of Corporations' Los Angeles Office to the attention of the Complainant's Enforcement counsel Johnny Vuong.
- 5. This Agreement, including the attached Final Order is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity.
- 6. Notwithstanding any other provision contained herein, nothing in this Agreement shall operate to limit the Commissioner's ability to investigate and prosecute violations of the California Deferred Deposit Transaction Law not addressed herein, or to assist any other agency (county, state

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Judy Salter

Salter. 7. In that the parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any successor statute. 8. The waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the parties hereto. 9. Each signatory hereto covenants that they possess all necessary capacity and authority to sign and enter into this Agreement. Each signatory warrants and represents that such signatory is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each signatory warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein. 10. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document. A fax signature shall be deemed the same as an original signature. Dated: 1/27/09 California Corporations Commissioner  $By_{\underline{}}$ Alan S. Weinger **Lead Corporations Counsel** 

or federal) with any prosecution, administrative, civil or criminal, brought by such agency against

Judy Salter, doing business as Instant Cash